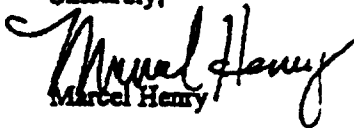


BellSouth's failure to live up to the terms of the Agreement has inexcusably delayed the launch of MCI's Memphis switch. As a direct result of this delay, MCI is suffering and will continue to suffer significant damages. I therefore request that BellSouth take immediate action to remedy this situation by completing the West Memphis calls. I am confident that BellSouth will take the appropriate steps in this regard. In the event that BellSouth refuses to comply with its obligations under the Agreement, however, MCI will be forced to take appropriate legal action.

Sincerely,

  
Marcel Henry

cc: Don Lynch  
Michael Beach  
C.K. Casteel  
Kathy Pounds

## **ATTACHMENT 5**

**BELLSOUTH TELECOMMUNICATIONS, INC.**

**DIRECT TESTIMONY OF JERRY W. MOORE**

**BEFORE THE NORTH CAROLINA UTILITIES COMMISSION**

**DOCKET NO. P-55, SUB 1022**

**AUGUST 5, 1997**

1

2

3

4

5

6

7 Q.

PLEASE STATE YOUR NAME, ADDRESS AND POSITION WITH  
BELLSOUTH TELECOMMUNICATIONS, INC. (BELLSOUTH).

9

10 A.

My name is Jerry W. Moore. My business address is 675 West  
Peachtree Street, Room 3J39, Atlanta, GA 30375. I am a Director in  
the Interconnection Operations Department of BellSouth  
Telecommunications Inc. ("BellSouth"). In this position I am  
responsible for competitive neutrality as measured through  
performance measurements.

16

17 Q.

PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

18

19 A.

I attended Jacksonville University, Jacksonville, Florida. I have 32  
years of experience with BellSouth. I have held numerous positions in  
BellSouth in Network in Network Operations.

22

23 Q.

HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?

24

25 A

No.

**Recommended UNE Provisioning Targets**

		Quantity	Targeted Installation Interval (in business days)
	<b>UNBUNDLED LOOPS</b>		
3	2 Wire analog voice grade loop	1 - 5	5
		6 - 14	7
		15 +	ICB
4	4 Wire analog voice grade loop	1 - 5	5
		6 - 14	7
		15 +	ICB
5	4 Wire DS1 & PRI digital loop	1 - 5	5
		6 - 14	7
		15 +	ICB
6	2 Wire ISDN digital loop	1 - 5	4
		6 - 14	5
		15 +	ICB
7	ADSL - 2 Wire asymmetrical digital subscriber line loop	1 - 14	30
		15 +	ICB
8	HDSL - 2 wire & 4 wire high bit rate digital subscriber line loop	1 - 14	30
		15 +	ICB
	<b>LOOP CONCENTRATION (Inside Plant)</b>		
9	Loop channelization system	1	90
10	Central Office Channel Interfaces 2Wire voice	1	30
11	Central Office Channel Interfaces 4 Wire voice	1	30
	<b>SUB LOOPS (Outside Plant)</b>		
12	Loop Feeder	1	30
13	Loop Concentration (dependent on equipment and right of way)	1	30-90
	<b>NETWORK INTERFACE DEVICE (NID)</b>		
23	NID TO NID Cross Connect 2 wire	1 - 14	5
		15 +	ICB
24	NID To NID Cross Connect 4 wire	1 - 14	5
		15 +	ICB
25	NID Spare Capacity	1 - 14	5
		15 +	ICB
	<b>OPEN AIN (OAIN)</b>		
26	OAIN tool kit	1	45
27	OAIN service management system	1	45

### Recommended UNE Provisioning Targets

		Quantity	Targeted Installation Interval (in business days)
	<b>CCS7 SIGNALING TRANSPORT SERVICE</b>		
28	A-Link Signaling	1	60
29	D-Link Signaling	1	60
30	STP - Signaling Transfer Point	1	60
	<b>UNBUNDLED INTEROFFICE TRANSPORT</b>		
31	Interoffice Transport Analog line grade	1	30
32	Interoffice Transport DSO	1	30
33	Interoffice Transport DS1	1	30
34	Interoffice Transport DS3	1	30
	<b>O/S AND DA UNES</b>		
	Operator Call Processing - OPCH, FACH, BLV, EI, ECT	1	30
	Operator Call Processing - Facility Based OPCH, FACH, ECT	1	30
	Operator Call Processing - Facility Based BLV, EI	1	30
	Directory Assistance Access Service (DAAS)	1	30
	Directory Assistance Call Completion (DACC)	1	30
	Directory Assistance Number Services Intercept (DANSI)	1	30
	Directory Assistance Transport	1	30
	Directory Assistance Database Service (DADS)	1	30
	Direct Access to DA service (DADAS)	1	30
	<b>DIGITAL CROSS CONNECT</b>		
35	DCS 1/0	1	7
36	DCS 3/1	1	7
37	DCS 3/0	1	7
38	<b>CUSTOMIZED CALL ROUTING (Selective Routing - LCC)</b>		
	1 - 5 LCC	1 - 5	30
	6 - 25 LCC	6 - 25	60
	> 25 LCC	25 +	ICB
	<b>UNBUNDLED LOCAL SWITCHING</b>		
39	2Wire analog line port	1 - 10	3
		11 - 25	4
		25 +	ICB
40	Hunting	1	5
41	2 Wire analog DID trunk port	1 - 10	5
		11 - 25	6
		25 +	ICB
42	2 Wire ISDN digital line side port	1 - 10	5
		11 - 25	6
		25 +	ICB

## **ATTACHMENT 6**

1           BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2

3   In re:   Consideration of                   )   Docket No. 960786-TL  
4   BellSouth Telecommunications,           )  
5   Inc.'s entry into interLATA           )  
6   services pursuant to Section 271       )  
7   of the Federal                           )  
8   Telecommunications Act of 1996.       )  
9   \_\_\_\_\_)

7

8                   FIRST DAY - MID AFTERNOON SESSION

9

VOLUME 4

10

Pages 380 through 568

11

PROCEEDINGS:

HEARING

12

BEFORE:

JULIA L. JOHNSON, CHAIRMAN  
SUSAN F. CLARK, COMMISSIONER  
J. TERRY DEASON, COMMISSIONER  
DIANE K. KIESLING, COMMISSIONER  
JOE GARCIA, COMMISSIONER

13

14

15

DATE:

Tuesday, September 2, 1997

16

TIME:

Commenced at 9:00 a.m.

17

PLACE:

Betty Easley Conference Center  
Room 148  
4075 Esplanade Way  
Tallahassee, Florida

18

19

20

REPORTED BY:

Lisa Girod Jones, RPR, RMR

21

APPEARANCES:

22

(As heretofore noted.)

23

24

25

## I N D E X

## WITNESSES

3	NAME	PAGE NO.
4	ROBERT C. SCHEYE	
5	Direct Examination by Ms. White	383
	Prefiled Direct Testimony Inserted	386
6	Prefiled Rebuttal Testimony Inserted	480
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1 whereby they needed additional information, it may not  
2 be.

3 Q Would the detail provided to the ALEC indicate  
4 how many originating access minutes went to WorldCom,  
5 how many originating access minutes went to MCI, how  
6 many originating minutes went to AT&T, how many minutes  
7 were local in nature, or would it simply be an aggregate  
8 number?

9 A It would be an aggregate number typically, if  
10 that's all they purchased.

11 Q So if I were to ask you then, would BellSouth  
12 provide the billing detail necessary to identify the  
13 long distance carriers and the number of minutes of  
14 originating access that went to each, the answer is, no,  
15 you would not be providing that level of detail to the  
16 ALEC?

17 A I didn't say that, sir. I said we would be  
18 providing the level of detail I just explained. Whether  
19 that's adequate or not for the ABC Company is up to them  
20 and the other carriers. Again, if they required some  
21 additional detail that we may have, they could certainly  
22 come and ask us for it. I can't guess what they may  
23 need, though. I can only bill my rate structure.

24 Q Let's assume, Mr. Scheye, that they would need  
25 the same information to bill the long distance carrier

1 that BellSouth would need to bill the long distance  
2 carrier.

3       A     Then they would have to come and discuss that,  
4 negotiate that with BellSouth in a similar manner as  
5 interexchange carriers do today for information that we  
6 provide them for their own rating of comparable type  
7 calls.

8               (Transcript continues in sequence in  
9 Volume 5.)

10

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1           BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2

3   In re: Consideration of                    )   Docket No. 960786-TL  
4   BellSouth Telecommunications,            )  
5   Inc.'s entry into interLATA             )  
6   services pursuant to Section 271         )  
7   of the Federal                            )  
8   Telecommunications Act of 1996.          )  
9   \_\_\_\_\_)

7

8                           FOURTH DAY - AFTERNOON SESSION

9   VOLUME 16

10                                       Pages 1699 through 1754

11

12   PROCEEDINGS:                           HEARING

13

14   BEFORE:                               JULIA L. JOHNSON, CHAIRMAN  
15                                       SUSAN F. CLARK, COMMISSIONER  
16                                       J. TERRY DEASON, COMMISSIONER  
17                                       DIANE K. KIESLING, COMMISSIONER  
18                                       JOE GARCIA, COMMISSIONER

15

16   DATE:                                 Friday, September 5, 1997

16

17   TIME:                                 Commenced at 9:00 a.m.

17

18   PLACE:                                Betty Easley Conference Center  
19                                       Room 148  
20                                       4075 Esplanade Way  
21                                       Tallahassee, Florida

19

20   REPORTED BY:                         Lisa Girod Jones, RPR, RMR

21   APPEARANCES:

22                                       (As heretofore noted.)

23

24

25

1	I N D E X	
2	WITNESSES	
3	NAME	PAGE NO.
4	ROBERT C. SCHEYE	
5	Cross Examination by Ms. Kaufman	1706
	Cross Examination by Ms. Wilson	1719
6	Cross Examination by Mr. Melson	1720
	Cross Examination by Mr. Tye	1724
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1 access minutes to the various interexchange carriers  
2 whose calls he terminated.

3 A Yes, presumably.

4 Q Now, is BellSouth capable of providing to that  
5 ALEC the call detail that's going to show him the number  
6 of terminating minutes for each of these interexchange  
7 carriers to whom he needs to bill terminating access?

8 A Yes.

9 Q How are they going to provide that  
10 information? How is BellSouth going to provide that  
11 information?

12 A Well, it's -- the recording itself would  
13 appear to be the same type of recording we make for an  
14 access charge call today. So the recording capability  
15 is built into the switch. And therefore if the carrier  
16 wishes that level of call detail, presumably they could  
17 come to BellSouth and request that level of call detail.

18 Q Okay, I just want the record to be clear,  
19 Mr. Scheye, what you're telling us today is that  
20 BellSouth is prepared to provide to the ALEC that level  
21 of call detail that will allow the ALEC to bill each of  
22 the interexchange carriers for terminating access?

23 A Yes, we do it today. We have that data  
24 available. If a carrier wishes to come to BellSouth and  
25 purchase that data, they can do so.

1           Q     You said that the ALEC can come to BellSouth  
2 and purchase that data. What do you mean by that?

3           A     What does the word "purchase" mean or the  
4 "data"?

5           Q     No, I'm saying -- you're saying that that  
6 information is not going to be included when they buy  
7 the local switching capability?

8           A     They wouldn't be typically, because the local  
9 switching rate structure that's currently in effect in  
10 the State of Florida, under the statement and under the  
11 agreements we have with AT&T or MCI, charge only for an  
12 originating minute of use. So there would not be any  
13 terminating charge, per se, to the ALEC for terminating  
14 minutes. So I would have nothing to record.

15          Q     Mr. Scheye, we're again talking about how this  
16 ALEC that has purchased the unbundled switch from you is  
17 going to bill the other interexchange carriers. And  
18 he's going to need to know the number of terminating  
19 minutes for each of the different interexchange carriers  
20 in order to render that bill; isn't that correct?

21          A     I would assume so, yes.

22          Q     And is it your testimony today that BellSouth  
23 is capable and willing to provide that level of detail  
24 to the new entrant so that he can produce access bills  
25 and send them out to his access customers?

1           A       I believe that's what I said, yes.

2                   COMMISSIONER DEASON: While they're  
3 conferring. But you also indicated that that is not  
4 part of the price of the unbundled element local  
5 switching.

6                   WITNESS SCHEYE: That's correct, Commissioner.

7                   COMMISSIONER DEASON: And if they want that  
8 level of detail they have to make an arrangement with  
9 you to acquire that level of detail, and I assume there  
10 will be -- or it's your testimony that there will be a  
11 price to recover the cost of providing that detail.

12                  WITNESS SCHEYE: That's exactly right,  
13 Commissioner. Similar to the situation where a carrier  
14 may buy billing data like that from us, in order to bill  
15 long distance calls, for example. It's an analogous  
16 situation. In this instance they want to buy some sort  
17 of recorded information to bill access as opposed to  
18 long distance, but it's very analogous to the situation  
19 of them billing long distance on their own behalf.

20                  COMMISSIONER DEASON: Now, when the price of  
21 local switching was arbitrated, that was not part of the  
22 arbitration?

23                  WITNESS SCHEYE: It was not. Those kind of  
24 costs for recording and providing that level of  
25 information would not have been in those cost studies.

1 CHAIRMAN JOHNSON: Mr. Melson?

2 CROSS EXAMINATION

3 BY MR. MELSON:

4 Q Mr. Scheye, Rick Melson representing MCI. I  
5 want to go back to the conversation you were having with  
6 Ms. Kaufman and Commissioner Deason about unbundled  
7 local switching. Are you familiar with the definition  
8 of network element in the Telecommunications Act of  
9 1996?

10 A Yes.

11 Q And does that -- is network element defined to  
12 mean a facility or equipment used in the provision of  
13 the telecommunications service?

14 A Yes, sounds like it.

15 Q Such term also includes features, functions  
16 and capabilities that are provided by means of such  
17 facility or equipment, including subscriber numbers,  
18 databases, signaling systems and information sufficient  
19 for billing and collection, or used in the transmission,  
20 routing or other provision of the telecommunications  
21 service?

22 A Yes.

23 Q Is recording -- is the recording of access  
24 information a feature, function or capability of local  
25 switching?



1           A     I'm sorry, could you say it again?

2           Q     Yes, is the recording of access usage data a  
3 feature, function or capability of local switching?

4           A     It can occur in the local switch. It doesn't  
5 always occur in the local switch.

6           Q     It always can occur in the local switch; is  
7 that correct?

8           A     I believe in all the BellSouth switches it  
9 can, yes.

10           COMMISSIONER CLARK: Mr. Scheye, let me ask  
11 for clarification of that. I thought he asked is it a  
12 feature of local switching. And I took that to mean is  
13 it a feature included in the term "local switching," as  
14 opposed to where that function is performed.

15           WITNESS SCHEYE: And maybe I misunderstood his  
16 question. I thought he said was it a function that  
17 could occur in the local switch. And I said it does  
18 occur there sometimes, and other times we do the  
19 recording in the tandem. I did not recall his question  
20 dealing specifically with the term "local switching,"  
21 but I may have misunderstood his question.

22           MR. MELSON: I think Mr. Scheye and I may have  
23 been on the same wavelength.

24           COMMISSIONER CLARK: But I wasn't. Oh, that's  
25 good.

1                   MR. MELSON: But let me try again, just so I'm  
2 clear.

3           Q        (By Mr. Melson) Unbundled local switching is  
4 a network element under the definition in the Telecom  
5 Act; is that correct?

6           A        Yes, it is.

7           Q        And it is a facility -- and that's because it  
8 is a facility or equipment used in the provision of the  
9 telecommunications service?

10          A        Yes, it can.

11          Q        And unbundled -- and that facility or  
12 equipment also includes the feature, function or  
13 capability of recording access usage; is that correct?

14          A        The switch -- again, this is where we seem to  
15 have the -- does the switch have that capability? Is  
16 that what your question is?

17          Q        Yes, sir.

18          A        Yes, it does. The switch can record.

19          Q        Okay, now let me ask you, does the unbundled  
20 switching element have that capability?

21          A        Yes.

22          Q        And you would also agree with me the term  
23 "features, function and capabilities" includes  
24 information sufficient for billing and collection?

25          A        Yes.

1 MR. MELSON: I think that's all I have.

2 COMMISSIONER CLARK: Mr. Melson, just so I'm  
3 clear, when you use the term "facility," do you mean a  
4 physical object, or do you mean the ability?

5 MR. MELSON: Unbundled local switching is a  
6 network element, and it is the switch port and the  
7 software in the switch that does the routing and the  
8 software that does the recording. All of that, as I  
9 understand it, is included in the definition of the  
10 network element. And I believe Mr. Scheye has answered  
11 my questions in a way that indicates --

12 COMMISSIONER CLARK: He agrees.

13 MR. MELSON: -- that he acknowledges that.

14 WITNESS SCHEYE: I think, just to clarify for  
15 everyone's sake, since we seem to be going around on  
16 this, the recorded information associated with local  
17 switching of the unbundled network element would be the  
18 adequate recording in order to bill and identify the  
19 local switching element.

20 Now the State of Florida, the local switching  
21 element has two elements to its rate structure. The  
22 first minute has a price and each additional minute has  
23 a price. So in order for BellSouth to accurately bill  
24 local switching under the statement, for example, in the  
25 State of Florida, we would bill a carrier X number of

1 company, wouldn't you want to have some actual  
2 experience testing these agreements that you have with  
3 other ILECs prior to implementing them?

4 A I may. Depends on what the services I plan to  
5 purchase and the relationships. I'm fairly confident  
6 that the incumbents that I plan to interconnect with can  
7 render me accurate bills.

8 Q Particularly if they're BellSouth?

9 A They'll render the same bill to BellSouth BSE  
10 as they will to AT&T. Let's hope they're all accurate.

11 Q You were also asked some questions about your  
12 ability to render access usage in the switch. You  
13 remember those questions Ms. Kaufman asked you?

14 A Yes.

15 Q And what you said -- what I understood you to  
16 say was that a CLEC can get that usage but they have to  
17 pay for it; is that correct?

18 A Yes.

19 Q Have you established a price for that?

20 A No, sir, no one has requested it yet.

21 Q What does BellSouth pay itself for that  
22 information?

23 A BellSouth actually wouldn't need that level of  
24 detail to render an access bill on its own behalf. So I  
25 mean, it's internal to its own operations. It's

## **ATTACHMENT 7**

1 BELL SOUTH TELECOMMUNICATIONS, INC.  
2 REBUTTAL TESTIMONY OF W. KEITH MILNER  
3 BEFORE THE NORTH CAROLINA UTILITIES COMMISSION  
4 DOCKET NO. P-55, SUB 1022  
5 September 15, 1997  
6  
7

8 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH  
9 BELL SOUTH TELECOMMUNICATIONS, INC.  
10

11 A. My name is W. Keith Milner. My business address is 675 West  
12 Peachtree Street, Atlanta, Georgia 30375. I am Director -  
13 Interconnection Operations for BellSouth Telecommunications, Inc.  
14 ("BellSouth" or "the Company"). I have served in my present role since  
15 February 1996, and have been involved with the management of  
16 certain issues related to local interconnection and unbundling.  
17

18 Q. ARE YOU THE SAME KEITH MILNER WHO FILED DIRECT  
19 TESTIMONY IN THIS PROCEEDING?  
20

21 A. Yes.  
22

23 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY BEING  
24 FILED TODAY?  
25

1 regulatory requirements, MCI can seek appropriate relief from the  
2 appropriate body. Interestingly, MCI has not sought such relief.

3

4 Q. ON PAGE 62 OF HIS DIRECT TESTIMONY, MR. MARTINEZ BEGINS  
5 A DISCUSSION OF LOCAL INTERCONNECTION AT BELL SOUTH'S  
6 LOCAL TANDEMS AND BELL SOUTH'S ACCESS TANDEMS AND  
7 ASSERTS THAT BELL SOUTH HAS FAILED TO PROVIDE MCI THE  
8 INTERCONNECTION IT SEEKS. IS HE CORRECT?

9

10 A. No. Mr. Martinez goes to great lengths to discuss problems MCI has  
11 had in interconnecting with Southwestern Bell and Vista United.  
12 Obviously, BellSouth cannot control the actions of these other local  
13 service providers. BellSouth believes CLPs must work out their own  
14 interconnection agreements with these other local service providers  
15 because the CLPs will be using the networks of these other local  
16 service providers to terminate their calls. BellSouth will provide tandem  
17 switching once such agreements are in place. The simple "bottom line"  
18 to this issue is that CLPs may interconnect at BellSouth's local tandems  
19 or at BellSouth's access tandems, at the election of the CLP.

20

21 Q. ON PAGE 65 OF HIS DIRECT TESTIMONY, MR. MARTINEZ  
22 OUTLINES THREE METHODS OF ACCESS WHICH HE BELIEVES  
23 SHOULD BE AVAILABLE TO A CLP DESIRING TO ACCESS  
24 BELL SOUTH'S TOLL FREE NUMBER DATABASE. PLEASE  
25 RESPOND.

1  
2 A. I will address each of the three options individually. The first option is  
3 for access to the BellSouth toll free number database (which I will refer  
4 to as the "800 database") from a CLP whose switches are not capable  
5 of supporting Signaling System 7 (SS7) protocols. First of all, I am not  
6 aware of any requests from CLPs for such access and I would be  
7 surprised to hear of such a request given that the SS7 protocol has  
8 been used extensively for many years and that most or all modern  
9 switching systems are SS7 capable. However, should a CLP make  
10 such a request, BellSouth would respond using the Bona Fide Request  
11 process.

12  
13 The second option is for a CLP whose switches are SS7 capable to  
14 attach those switches to BellSouth's Signal Transfer Points (STPs) and  
15 thence to the BellSouth 800 database. BellSouth offers such an  
16 option, which in Section X of BellSouth's Statement of Generally  
17 Available Terms and Conditions (SGAT) is referred to as the "A-Link"  
18 option. Thus, despite Mr. Martinez's assertion, BellSouth does provide  
19 this type interconnection.

20  
21 The third option is for a CLP whose switches are SS7 capable to attach  
22 those switches to a third party's STPs. These STPs would be attached  
23 to BellSouth's STPs and thence to BellSouth's 800 database.  
24 BellSouth offers this option as well, which in Section X of BellSouth's  
25



## **ATTACHMENT 8**